plaintiff was negligent in placing himself in a position of danger, still if the defendant knew, or by the exercise of ordinary care might have known, that the plaintiff was in such dangerous place, defendant was bound to use reasonable care to avoid the consequences of plaintiff's negligence. *Held,* such refusal to charge was not erroneous. *Kinney* v. *St. Louis & S. F. R. Co.* (Okl.), 133 Pac. 180.

The doctrine of "last clear chance" as a limitation of the rule of no recovery where both parties are at fault, seems here ignored, inasmuch as the court holds it to be necessary that the perilous position of the plaintiff be actually known, or that the circumstances are such that knowledge will be presumed, before a recovery by the plaintiff can be had. This is the rule in many jurisdictions. *Cullen* v. *Railroad Co.,* 8 App. D. C. 69; *Denver, etc., Transit Co.* v. *Dyer,* 20 Col. 132, 36 Pac. 1106. Other jurisdictions impose liability upon the defendant, if he knew, or by the exercise of reasonable care might have known, of plaintiff's peril, and failed to exercise reasonable care to prevent the injury. *Klockenbrink* v. *Railroad Co.,* 81 Mo. App. 351; *Higgins* v. *Wilmington City R. Co.,* 1 Marv. (Del.) 352, 41 Atl. 86; *C. & O. R. Co.* v. *Corbin,* 110 Va. 700, 67 S. E. 179. If the plaintiff's negligent act though preceding that of the defendant, continues up to the time of the injury, there can be no recovery. *So. Ry. Co.* v. *Bailey,* 110 Va. 833, 67 S. E. 365. Some courts, while not denying the doctrine of last clear chance hold that in the case of trespassers, the railroad company owes no duty to keep a lookout, but is bound only to refrain from willful or wanton injury. *New York, etc., R. Co.* v. *Kelly,* 35 C. C. A. 571, 93 Fed. 745. When plaintiff's dangerous position is known there is no necessity to invoke the doctrine of last clear chance, for then, if the defendant does not use due care the injury can only be the result of a reckless, wanton or willful disregard of the rights of others; here the doctrine of contributory negligence has no place whatever, and the defendant is responsible for the injury he inflicts irrespective of the fault which placed the plaintiff in the way of such injury. *Cullen* v. *Railroad Co., supra.*

CORPORATIONS—PUNITIVE DAMAGES.—Owing to gross negligence of defendant's servants, two wagons belonging to the plaintiff were destroyed. *Held,* the defendant is liable only for compensatory and not punitive damages. *Great Western Ry. Co.* v. *Drorbaugh* (Col.), 134 Pac. 168.

The Supreme Court of the United States maintains that the question, as to whether a corporation is liable in punitive damages for the acts of its servants, is not one of local law but of general jurisprudence upon which the federal courts may exercise their own judgment without reference to the state decisions and that a corporation can be held liable in punitive damages only in those cases in which it participated in the wrong either by authorizing, approving or ratifying the act of its servant before or after its commission and then only in those cases in which the servants themselves would be liable in punitive damages. *Lake Shore, etc., R. Co.* v. *Prentice,* 147 U. S. 101.

The rule of the state courts is similar to that of the Supreme Court in regard to authorized or ratified acts. *Kutner* v. *Fargo,* 20 Misc. Rep.

207, 45 N. Y. Supp. 753; *Ricketts* v. *C. & O. Ry. Co.*, 33 W. Va. 433, 10 S. E. 801, 7 L. R. A. 354, 25 Am. St. Rep. 901. In regard to unauthorized acts there is a difference of opinion. The decisions of the states on this point would seem to be in hopeless conflict; but the rule of the larger number holds corporations liable in punitive damages in all cases, whether the acts were authorized or unauthorized, ratified or disaffirmed, in which the servants themselves would be liable. *Memphis & C. Packet Co.* v. *Nagel*, 97 Ky. 9, 29 S. W. 743; *Louisville & N. Ry. Co.* v. *Whitman*, 79 Ala. 328; *Berg* v. *R. R. Co.*, 96 Minn. 513, 105 N. W. 191. See contra, *Kutner* v. *Fargo, supra; Craker* v. *Chicago, etc., Ry. Co.*, 36 Wis. 657, 17 Am. Rep. 504.

Since a corporation can only act through its servants, they would escape all liability in punitive damages, to allow them immunity from their servants' acts. Therefore, the better rule would seem to be that a corporation is liable in punitive damages for the acts of its servants in all cases in which the servants themselves are so liable.

CORPORATIONS—FRAUD OF PROMOTERS—RIGHTS OF SHAREHOLDERS.—A promoter organized a syndicate to subscribe to the stock of a corporation to be organized to take over certain properties, including that of a particular company. He concealed the fact from the other members of the syndicate that he was largely interested in the selling company, and that he intended to pay his subscription out of his interest in that company. A syndicate member, after tending the promoter the shares in the corporation formed by the latter, sought to rescind his contract with the promoter. *Held,* he cannot rescind. *Sims* v. *Edenborn* (C. C. A.), 206 Fed. 275. See NOTES, p. 141.

CORPORATIONS—ULTRA VIRES CONTRACTS—RIGHT TO ENFORCE.—The Central Ice Company was organized and incorporated for the purpose of holding stock in a number of subsidiary companies engaged in the manufacture and sale of ice. It owned all of the capital stock of the defendant and of several other subsidiary corporations, except one share issued to each of the directors to qualify them to act as officers of the corporations. Each of these subsidiary companies had been in the habit of lending its credit to the other companies at various times, although they had no charter authority so to do. The defendant lent its credit to one of these other subsidiary companies which was in violation of the statute prohibiting a corporation from making accommodation indorsements in the absence of express authority. This note was discounted by the plaintiff. After several renewals, the plaintiff sued the defendant on their indorsement. *Held,* the defendant is not liable. *Canal-Louisiana Bank & Trust Co.* v. *Savannah Ice Co.* (Ga.), 79 S. E. 45. See NOTES, p. 143.

CORPORATE STOCK—LIFE TENANT AND REMAINDERMAN—EXTRAORDINARY DIVIDEND.—Testator established a trust fund consisting of corporate stock, the income of which was to go to life tenants with remainder over. The corporation had a large surplus accumulated both before